

ANNEX A  
To Renewal No. 1  
For  
Equipment Schedule No. 775  
To Master Lease Agreement dated as of May 1, 1995  
Between  
General Motors Corporation ("Lessee")  
And  
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee  
Of  
First American Capital Management Group, Inc. ("Lessor")

\*\*\*\*\*  
Equipment Location:  
General Motors Corporation  
Delphi Packard Electric  
Receiving Dock Plant 13  
1265 North River Road  
Warren, OH 44483

	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
Crown	1A193579	Crown Model 3020-30 Forklift Truck	1	\$17,913.00	\$17,913.00

• See Original Schedule 775 Annex A for detailed description of equipment.

TOTAL EQUIPMENT COST:

\$17,913.00

Initials:

LD  
Lessor

Jul  
Lessee

ATEL LEGAL DEPARTMENT  
APPROVED  
AS TO FORM

BY: pl

Doc# 1234775-001

EQUIPMENT SCHEDULE  
NO. 775  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.  
1600 RAND TOWER, 527 MARQUETTE AVE. S.  
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION  
902 E. HAMILTON AVENUE  
FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$17,913.00
3. Basic Term Lease Rate Factor: 1.617%
4. Daily Lease Rate Factor: 0.0539%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors Corporation  
Delphi Packard Electric  
Receiving Dock Plant 13  
1285 North River Road  
Warren, OH 44483
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Fallsway Equipment Company
10. Last Delivery Date: \_\_\_\_\_
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

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14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
  - a. Start under its own power and idle without water, fuel or oil leaks.
  - b. Move through its normal speed ranges in both forward and reverse;
  - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
  - d. Steer normally right and left in both forward and reverse;
  - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
  - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

LESSEE:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

GENERAL MOTORS CORPORATION,

By: 

By: 

Name:

Name: Marsha L. Smith

Title:

Title: Purchasing Senior Buyer

DAVID L. MOCOL  
V.P. / C.F.O.

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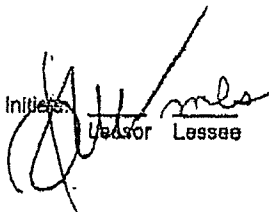
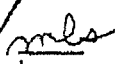
Doc# 1234775-001

ANNEX A  
TO  
EQUIPMENT SCHEDULE NO. 775  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

Supplier/ <u>Manufacturer</u>	Serial <u>Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u>			
		<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Fallsway PO#P1S89447 PRD2009A-001		Crown Model 3020-30 Forklift Truck With the following: Basic Capacity: 3,000# @ 24" Load Center Electric Controls: 36 Volt GE EV100LXT SCR Battery Discharge Indicator w/Lift Int. (Curtis #933) Mast: 3-Stage FFL 226/95/47 with Tilt Sideshifter: Hydraulic Forks: 42" x 1.5" x 4" Side and Bottom Tapered Pallet Drive Tires: Poly Steer Tires: Poly Directional Forward Steering Emergency Power Disconnect Power Steering	1	\$17,913.00	\$17,913.00

TOTAL EQUIPMENT COST:

\$17,913.00

Initials:    
Lessor Lessee

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Doc# 1234775-001

ANNEX C  
TO  
EQUIPMENT SCHEDULE NO. 775  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT</u> <u>Type and Model</u> <u>of Equipment</u>	<u>Number</u> <u>of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric Receiving Dock Plant 13 1265 North River Road Warren, OH 44483					
Fallsway PQ#P1589447 PRD2009A-001	1A193579 ID No:Y26893PE	Crown Model 3020-30 Forklift Truck With the following: Basic Capacity: 3,000# @ 24" Load Center Electric Controls: 36 Volt GE EV100LXT SCR Battery Discharge Indicator w/Lift Int. (Curtis #939) Mast: 3-Stage FFL 228/96/47 with Tilt Sideshifter: Hydraulic Forks: 42" x 1.5" x 4" Side and Bottom Tapered Pallet Drive Tires: Poly Steer Tires: Poly Directional Forward Steering Emergency Power Disconnect Power Steering	1	\$17,913.00	\$17,913.00

TOTAL EQUIPMENT COST:

\$17,913.00

LESSEE:  
GENERAL MOTORS CORPORATION

By:

Marsha L. Smith

Name:

Authorized Representative

Title:

Marsha L. Smith  
Purchasing Senior Buyer

Date:

4-29-98

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Doc# 1234775-001

ANNEX D  
TO  
EQUIPMENT SCHEDULE NO. 775  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

ORIGINAL

STIPULATED LOSS VALUE TABLE\*

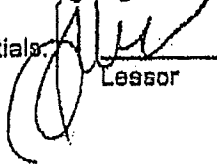
<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5	111%
6	111%
7	110%
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%
34	90%
35	90%
36	89%

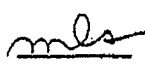
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Doc# 1234775-001

37	88%-
38	87%
39	86%
40	85%
41	85%
42	84%
43	83%
44	82%
45	81%
46	80%
47	79%
48	78%
49	77%
50	76%
51	76%
52	74%
53	73%
54	72%
55	71%
56	70%
57	70%
58	68%
59	67%
60	67%

\*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials.   
Lessor

  
Lessee



## **EQUIPMENT SCHEDULE No. 816**

ORIGINAL

Doc# 1254816-001

EQUIPMENT SCHEDULE  
NO. 816  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

756MC00 81601

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC,  
1800 RAND TOWER, 827 MARQUETTE AVE. S.  
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION  
902 E. HAMILTON AVENUE  
FLINT, MI 48650

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$20,933.00
3. Basic Term Lease Rate Factor: 1.617%
4. Daily Lease Rate Factor: 0.539%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors Corporation  
Delphi Packard Electric System  
Equipment Warehouse  
8650 C Railroad Dr.  
El Paso, TX 79924
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Fallsway Equipment Company
10. Last Delivery Date: \_\_\_\_\_
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

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ORIGINAL

Doc# 1234816-001

14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
  - a. Start under its own power and idle without water, fuel or oil leaks.
  - b. Move through its normal speed ranges in both forward and reverse;
  - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
  - d. Steer normally right and left in both forward and reverse;
  - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
  - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE:

GENERAL MOTORS CORPORATION.

By: 

Name: Marsha L. Smith

Title: Purchasing Senior Buyer

ORIGINAL

Doc# 1234816-001

ANNEX A  
TO  
EQUIPMENT SCHEDULE NO. 816  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Packard Electric System Equipment Warehouse 9650 C Railroad Dr. El Paso, TX 79924					
Fallsway Equipment Co. PO#P1S86768 PRD2010A-002		Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24" load center Battery Discharge Indicator w/Lift Interrupt Mast: 3 Stage FFL 154/71/23 Sideshifter Hydraulic Forks: 42" Length Side and Bottom Tapered Pallet Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	1	\$20,933.00	\$20,933.00
		<b>TOTAL EQUIPMENT COST</b>			<b>\$20,933.00</b>

Initials \_\_\_\_\_  
Lessor Lessee

DOC# 1234516-001

ORIGINAL

ANNEX C  
TO  
EQUIPMENT SCHEDULE NO. 816  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

		DESCRIPTION OF EQUIPMENT			
Supplier/ Manufacturer	Serial Numbers	Type and Model of Equipment	Number of units	Cost/unit	Total Cost
Equipment Location: General Motors Corporation Delphi Packard Electric System Equipment Warehouse 9650 C Railroad Dr. El Paso, TX 79924					
Fallsway Equipment Co. PO#P1S86768 PRD2010A-002	1A191890	Crown Lift Truck Forklift Model RC3020 With the following: 36 Volt 3,000 lbs @ 24' load center Battery Discharge Indicator w/Lift Interrupt Mast: 3 Stage FFL 154/71/23 Sideshifter Hydraulic Forks: 42" Length Side and Bottom Tapered Pallet Drive Tires: Poly Steer Tires: Poly Emergency Power Disconnect Freight	1	\$20,933.00	\$20,933.00
TOTAL EQUIPMENT COST					\$20,933.00

LESSEE:  
GENERAL MOTORS CORPORATION

By:

Marsha L. Smith  
Authorized Representative

Name:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

6-8-98

000012345678901  
ORIGINAL

ANNEX D:  
TO  
EQUIPMENT SCHEDULE NO. 816  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

STIPULATED LOSS VALUE TABLE\*

<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5	111%
6	111%
7	110%
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
24	98%
25	93%
26	98%
27	96%
28	95%
29	94%
30	94%
31	93%
32	92%
33	91%
34	90%
35	90%
36	89%

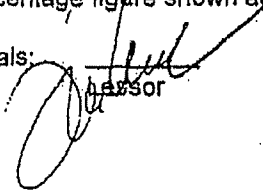
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ORIGINAL

37	88%
38	87%
39	86%
40	85%
41	85%
42	84%
43	83%
44	82%
45	81%
46	80%
47	79%
48	78%
49	77%
50	76%
51	76%
52	74%
53	73%
54	72%
55	71%
56	70%
57	70%
58	68%
59	67%
60	67%

\*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:

 Lessor

 Lessee



## **EQUIPMENT SCHEDULE No. 819**

RENEWAL NO. 1  
For  
Equipment Schedule No. 819  
To Master Lease Agreement dated as of May 1, 1995  
Between  
General Motors Corporation ("Lessee")  
And  
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee  
Of

756MC0081901-R1

First American Capital Management Group, Inc. ("Lessor")

\*\*\*\*\*  
Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"); said Agreement and this Schedule No. 819 being collectively referred to as "Lease".  
\*\*\*\*\*

The Lessee hereby agrees to extend the Basic Term for the Equipment described herein pursuant to the terms and conditions of the Lease, except as modified herein.

A. Equipment: Equipment subject to Equipment Schedule No. 819, as further described on the Attached Annex A (the "Renewal Equipment")

B. Financial Terms

1. Capitalized Lessor's Cost: \$28,796.00

2. Equipment Location: General Motors Corporation  
Delphi Interior & Lighting  
Delphi I - Vandalla Plant  
250 Northwoods Blvd.  
Bldg 48 Receiving  
Vandalla, OH 45377

3. Renewal Term Lease Rate Factor/Dollars: 1.2935% / \$372.50

4. Renewal Term (Number of Months): 12

5. Renewal Term Commencement Date: October 1, 2004

6. Renewal Term Termination Date: The date the Lessee returns the items of Renewal Equipment to Lessor in the condition required by the Lease upon not less than 90 days prior written notice, but in no event earlier than September 30, 2005.

C. Term and Rent

1. Renewal Term Rent: Commencing on the Renewal Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Renewal Term, Lessee shall pay as rent ("Renewal Term Rent") the product of the Renewal Term Lease Rate Factor times the Capital Lessor's Cost of all Equipment on this Renewal.

Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Renewal is not binding or effective with respect to the Lease or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Renewal to be executed by their duly authorized representatives.

CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc.,  
As Assignee of First American Capital Management Group, Inc.  
("Lessor")

By: 

Name: Vasco H. Morales, Esq.

Title: Senior Vice-President

General Motors Corporation

("Lessee")

By: 

Name: Harold Brown John W. Jarnett

Title: Purchasing Agent

Federal I.D. Number 38-8572515

ATEL LEGAL DEPARTMENT  
APPROVED  
AS TO FORM  


ANNEX A  
To Renewal No. 1  
For  
Equipment Schedule No. 819  
To Master Lease Agreement dated as of May 1, 1995  
Between  
General Motors Corporation ("Lessee")  
And  
CAI-ALJ Equipment, a division of ATEL Transatlantic Investors, Inc., as Assignee  
Of  
First American Capital Management Group, Inc. ("Lessor")

\*\*\*\*\*  
Equipment Location:  
General Motors Corporation  
Delphi Interior & Lighting  
Delphi I - Vandalia Plant  
250 Northwoods Blvd.  
Bldg 48 Receiving  
Vandalia, OH 45377

	<u>SERIAL NUMBER</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
Hyster	A455N01522V	Hyster W30XTR	1	\$15,003.00	\$15,003.00
Hyster	A455N01521V	Hyster W30XTR	1	\$13,793.00	\$13,793.00

- See Original Schedule 819 Annex C for detailed description of equipment.

TOTAL EQUIPMENT COST: \$28,796.00

Initials:

  
Lessee

  
Lessor

ORIGINAL

Doc# 1234819-001

EQUIPMENT SCHEDULE  
NO. 819  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.  
1600 RAND TOWER, 527 MARQUETTE AVE. S.  
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION  
902 E. HAMILTON AVENUE  
FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$28,786.00
3. Basic Term Lease Rate Factor: 1.617%
4. Daily Lease Rate Factor: 0.0539%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors Corporation  
Delphi Interior & Lighting  
Delphi I - Vandalia Plant  
250 Northwoods Blvd.  
Bldg 48-Receiving  
Vandalia, OH 45377
8. Lessee's Federal Tax ID Number: 38-0572516
9. Supplier: Hyster Company
10. Last Delivery Date: \_\_\_\_\_
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

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Doc# 1234819-001

14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
  - a. Start under its own power and idle without water, fuel or oil leaks.
  - b. Move through its normal speed ranges in both forward and reverse;
  - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
  - d. Steer normally right and left in both forward and reverse;
  - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
  - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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ORIGINAL

Doc# 1234819-001

2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.


LESSOR:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

By:

Name:

Title:

  
\_\_\_\_\_  
DAVID L. MOOG  
V.P. / C.F.O.

LESSEE:

GENERAL MOTORS CORPORATION,

By:

Name: Marsha L. Smith

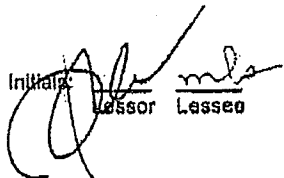
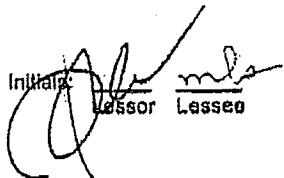
Title: Purchasing Senior Buyer

ORIGINAL

Doc# 12348 19-001

ANNEX A  
TO  
EQUIPMENT SCHEDULE NO. 819  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>DESCRIPTION OF EQUIPMENT Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Interior & Lighting Delphi I - Vandalia Plant 250 Northwoods Blvd. Bldg 48 Receiving Vandalia, OH 45377					
Hyster PO#IVS36598 PR1C3521-001		Hyster W30XTR 3,000 lbs Walkie Reach Stacker - Electric Counterbalanced Model With the following: 24 Volt Transistor Controls Mast: 2 Stage 111.5" MFH/77" LH/6.5" FL Single Reach Carriage with Sideshift: 32.5" Pin Type Forks: 48" X 1.5" X 4" - MFG STD Load Wheels: 4" X 2.8" Tandem Polyurethane Drive Tires: 10" X 5" Polyurethane Freight	1	\$15,003.00	\$15,003.00
Hyster PO#IVS36598 PR1C3522-001		Hyster W30XTR 3,000 lbs Walkie Reach Stacker - Electric Counterbalanced Model With the following: 24 Volt Transistor Controls Mast: 2 Stage 111.5" MFG/77" LH/6.5" FL Single Reach Carriage Without Sideshift: 32.5" Pin Type Tilt: 4 Forward/8 Back Forks: 42" X 1.5" X 4" - MFG STD Load Wheels: 4" X 2.8" Tandem Polyurethane Drive Tires: 10" X 5" Polyurethane Freight	1	\$13,793.00	\$13,793.00
TOTAL EQUIPMENT COST:					\$28,796.00

Initials:    
Lessor Lessee

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ANNEX C  
TO  
EQUIPMENT SCHEDULE NO. 819  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

00001204813-001  
ORIGINAL

To: FIRST AMERICAN MANAGEMENT GROUP, INC. ("Lessor")

Pursuant to the provisions of the above schedule and lease (collectively, the "Lease"), Lessee hereby certifies and warrants that all Equipment listed below has been delivered and installed (if applicable); and (b) Lessee has received the Equipment for all purposes of the Lease.

Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Lease; (ii) the representations and warranties made by Lessee pursuant to or under the Lease are true and correct on the date hereof; and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Interior & Lighting Delphi I - Vandalia Plant 250 Northwoods Blvd. Bldg 48 Receiving Vandalia, OH 45377					
Hyster PO#HVS38698 PR1C3521-001	A456N01522V	Hyster W30XTR 3,000 lbs Walkie Reach Stacker - Electric Counterbalanced Model With the following: 24 Volt Transistor Controls Mast: 2 Stage 111.5" MFH/77" LH/6.5" FL Single Reach Carriage with Sideshift: 32.5" Pin Type Forks: 48" X 1.8" X 4" - MFG STD Load Wheels: 4" X 2.8" Tandem Polyurethane Drive Tires: 10" X 5" Polyurethane Freight	1	\$15,003.00	\$15,003.00



ORIGINAL Page 2

ANNEX C  
TO  
EQUIPMENT SCHEDULE NO. 819  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

DESCRIPTION OF EQUIPMENT

<u>Supplier/ Manufacturer</u>	<u>Serial Numbers</u>	<u>Type and Model of Equipment</u>	<u>Number of units</u>	<u>Cost/unit</u>	<u>Total Cost</u>
Equipment Location: General Motors Corporation Delphi Interior & Lighting Delphi I - Vandalia Plant 250 Northwoods Blvd. Bldg 48 Receiving Vandalia, OH 45377					
Hyster PO#IVS36698 PR1C3522-001	A455N01521V	Hyster W30XTR 3,000 lbs Walkie Reach Stacker - Electric Counterbalanced Model With the following: 24 Volt Transistor Controls Mast: 2 Stage 111.5" MFG/77" LH/8.5" FL Single Reach Carriage Without Sideshift: 32.5" Pin Type Tilt: 4 Forward/8 Back Forks: 42" X 1.5" X 4" - MFG STD Load Wheels: 4" X 2.8" Tandem Polyurethane Drive Tires: 10" X 8" Polyurethane Freight	1	\$13,793.00	\$13,793.00
TOTAL EQUIPMENT COST:					\$28,796.00

LESSEE:  
GENERAL MOTORS CORPORATION

By:

Marsha L. Smith

Authorized Representative

Name:

Marsha L. Smith

Title:

Purchasing Senior Buyer

Date:

6-10-98

Doc# 1234819-001

ANNEX D  
TO  
EQUIPMENT SCHEDULE NO. 819  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

STIPULATED LOSS VALUE TABLE\*

<u>RENTAL</u>	<u>STIPULATED LOSS VALUE</u>
Interim Rent	115%
Basic Term Rent	
1	115%
2	114%
3	113%
4	112%
5	111%
6	111%
7	110%
8	110%
9	109%
10	108%
11	108%
12	107%
13	106%
14	105%
15	105%
16	104%
17	103%
18	103%
19	102%
20	101%
21	101%
22	100%
23	99%
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28	95%
29	94%
30	94%
31	93%
32	92%
33	91%

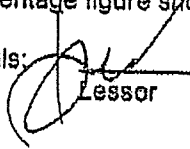
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34	90%
35	90%
36	89%
37	88%
38	87%
39	86%
40	85%
41	85%
42	84%
43	83%
44	82%
45	81%
46	80%
47	79%
48	78%
49	77%
50	76%
51	76%
52	74%
53	73%
54	72%
55	71%
56	70%
57	70%
58	68%
59	67%
60	67%

\*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be equal to the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above tables. In the event that the lease term is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

Initials:

  
Lessor

  
Lessee

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## **EQUIPMENT SCHEDULE No. 1118**

ORIGINAL

Doc# 12341118-001

EQUIPMENT SCHEDULE  
NO. 1118  
TO MASTER LEASE AGREEMENT  
DATED AS OF MAY 1, 1995

87GMC012341118

Lessor and Mailing Address:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.  
1600 RAND TOWER, 527 MARQUETTE AVE. S.  
MINNEAPOLIS, MN 55402

Lessee and Mailing Address:

GENERAL MOTORS CORPORATION  
902 E. HAMILTON AVENUE  
FLINT, MI 48550

Capitalized terms not defined herein shall have the meanings assigned to them in the Master Lease Agreement identified above ("Agreement"; said Agreement and this Schedule being collectively referred to as "Lease").

A. EQUIPMENT

Pursuant to the terms of the Lease, Lessor agrees to acquire and lease to Lessee the Equipment listed on Annex A attached hereto and made a part hereof.

B. FINANCIAL TERMS

1. Advance Rent (if any): N/A
2. Capitalized Lessor's Cost: \$175,011.00
3. Basic Term Lease Rate Factor: 1.642%
4. Daily Lease Rate Factor: 0.0547%
5. Basic Term (Number of Months): 60
6. Basic Term Commencement Date: The last day of the calendar month in which the Commencement Date occurs for all the Equipment described herein.
7. Equipment Location: General Motors de Mexico S.A. de C.V.  
Various as described on Annex A attached hereto
8. Lessee's Federal Tax ID Number: 38-0572515
9. Supplier: Hyster Company
10. Last Delivery Date: \_\_\_\_\_
11. Termination Date: The later of (i) the 60th Basic Rent Date or (ii) the last day of any extension of this Lease.
12. Purchase Option: Fair Market Value.
13. Renewal Option: Provided that an Event of Default has not occurred and this Equipment Schedule has not previously been terminated, the Lessee shall have the right at its option, upon not less than 90 days' written notice to the Lessor prior to the original Termination Date, to renew all (but not less than all) of the Equipment subject to this Equipment Schedule for a firm term renewal period requested by Lessee of 12 or 24 months at a monthly renewal rate for such term as determined by Lessee and Lessor.

ORIGINAL

Doc# 12341118-001

14. Return Provisions: In furtherance, and not in limitation of, the use, maintenance and return conditions for the Equipment set forth in Section X of the Master Lease, Lessee hereby agrees to return the Equipment to Lessor in accordance with all of the terms and conditions of the Master lease and in compliance with the following special return conditions. Lessor or its agent shall conduct a preliminary inspection of the Equipment at the equipment location prior to the expiration of the Lease to minimize claims made after return, provided however, that Lessee shall nonetheless remain liable for the Equipment unless and until it is returned to Lessor as specified below.

1. At the time of return when loaded to its rated capacity, each unit shall:
  - a. Start under its own power and idle without water, fuel or oil leaks.
  - b. Move through its normal speed ranges in both forward and reverse;
  - c. Be in good appearance, free from all advertising, and insignia placed thereon by Lessee, in a clean condition, free of material rust and corrosion that would impede the normal operation of the units;
  - d. Steer normally right and left in both forward and reverse;
  - e. Be able to stop with its service brakes within a safe distance in both forward and reverse;
  - f. Lift, lower and tilt normally;
2. Be complete with no missing or damaged parts and have all components able to perform the function for which they were designed in accordance with the manufacturer's recommended specifications;
3. With respect to tires, averaged over all tires the remaining wear life shall be a minimum of 50% and there shall be no damage to any individual tire that precludes normal usage.
4. With respect to all batteries, all batteries must be capable of maintaining not less than 90% of the rated voltage charge and amp hours as when originally delivered and originally specified by the manufacturer. With respect to the battery chargers, be capable of maintaining its rated charging capacity.
5. Tender such units to Lessor at the Equipment Location or, at the option of Lessor, at any location designated by Lessor within two thousand (2,000) kilometers of said Equipment Location.

C. TAX BENEFITS

Depreciation Deductions:

- a. Depreciation Method: Two hundred percent (200%) declining balance method, switching to straight line method for the first (1st) taxable year for which using the straight line method with respect to the adjusted basis as of the beginning of such year will yield a larger allowance.
- b. Recovery Period: 5 years.
- c. Basis: 100% of Capitalized Lessor's Cost.

D. TERM AND RENT

1. Interim Rent. For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("Interim Period"), Lessee shall pay as rent ("Interim Rent") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on the Basic Term Commencement Date.

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2. Basic Term Rent. Commencing on the Basic Term Commencement Date, and on the last day of each month thereafter (each, a "Rent Payment Date") during the Basic Term, Lessee shall pay as rent ("Basic Term Rent") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.
3. Adjustment to Capitalized Lessor's Cost. Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent (10%) to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the Rent shall be adjusted as a result of such change in the Capitalized Lessor's Cost (pursuant to paragraphs 1 and 2 above). Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if different from that disclosed on this Schedule.

E. INSURANCE

1. Commercial (broad form comprehensive) general liability, including contractual liability coverage, in limits of not less than \$2,000,000 per occurrence combined single limit for personal injury and property damage.
2. "All Risks" property insurance for the Equipment in an amount equal to the Stipulated Loss Value, with no co-insurance requirement.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives.

LESSOR:

LESSEE:

FIRST AMERICAN CAPITAL MANAGEMENT GROUP, INC.

GENERAL MOTORS CORPORATION

By:

Name:

Title:

By:

Name:

Title:

Marsha L. Smith  
Purchasing Senior Buyer

V P / C. F. O.